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PAYMENT CONFIRMATION

This Payment Confirmation (this "Confirmation") is made as of October 7, 2021 by adidas AG ("adidas"), Yeezy, LLC , "Lender") f/s/o Kanye Omari West ("Artist"), and Lender's undersigned affiliates.

WHEREAS, adidas and Lender are parties to a Licensing and Endorsement Agreement, dated January 1, 2017 (the "2017 Agreement"), and certain amendments, letter agreements, directives and confirmations (the 2017 Agreement, as amended by such documents is referred to as the "Original Agreement," and the Original Agreement as amended by this Confirmation is referred to as the "Agreement"). All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Original Agreement.

NOW, THEREFORE, the parties agree as follows:

1.			
2.			
3. Procedures, Representat	tions and Warranties.		
Activities of the second second			
adidas AG DocuSigned by:	Yeezy, LLC	Yeezy Footwear LLC	Yeezy Marketing LLC
By: Torben Schumacher	By:	Ву:	Ву:
Name: 1FE4173C4B9042F	Name: Andre Bod Ford		Name: Andre Bodiford
Title:	Title: COS	Title: C05	Title: COS
DocuSigned by:			
By: Paul Elirlich			
Name:51CA9296C2EF408			



Matthew A. Levin | Lawyer MattLevin@MarkowitzHerbold.com

November 5, 2022

Via Email and Overnight Delivery



Ye and Yeezy, LLC c/o Latham & Watkins LLP Attn: Cary Hyden 650 Town Center Drive, 20th Floor Costa Mesa, CA 92626-1925 Ye and Yeezy, LLC c/o Quinn Emanuel Urquhart & Sullivan, LLP Attn: Michael Fazio 865 S Figueroa Street, 10th Floor Los Angeles, CA 90017 michaelfazio@quinnemanuel.com

Ye and Yeezy, LLC c/o Cohn Reznick LLP Attn: Marisa Garcia, CPA 1301 Avenue of the Americas New York, NY 10019 marisa.garcia@cohnreznick.com

Re: Exercise of Termination Right

Dear Ye and Yeezy, LLC:

We write on behalf of adidas AG in connection with the agreement between adidas AG ("adidas") and Yeezy, LLC f/s/o Kanye Omari West (n/k/a Ye) dated January 1, 2017, as amended (the "Agreement").

adidas hereby exercises its right to terminate the Agreement pursuant to Section 34(A)(vii).

Pursuant to Paragraph 4 of the parties' August 15, 2020 Payment Confirmation, adidas also hereby demands that Yeezy, LLC and its affiliates – including but not limited to

Ye Yeezy, LLC November 5, 2022 Page 2

Yeezy Footwear LLC, Yeezy Marketing LLC, and Ye as guarantor (collectively, "Yeezy") – return to adidas an amount equal to the total amount of Marketing Fund payments made by adidas to Yeezy during the last 12 months, which is \$75 million, minus any expenditures made by Yeezy during this time period that Yeezy is able to demonstrate were made in compliance with the Agreement. If Yeezy claims to have made any expenditures from the Marketing Fund in compliance with the Agreement during the last 12 months, it must provide to adidas documentation



adidas reserves all rights and remedies it has at law and in equity in addition to those expressly noted above, and nothing contained herein shall be deemed a waiver of any rights or an election of remedies, including but not limited to adidas' rights and remedies in connection with each of Yeezy's and Ye's known (and unknown at this time) breaches of the Agreement and tortious conduct.

Very truly yours,

Matthew A. Levin

cc: Client

1354347

adidas

FOR IMMEDIATE RELEASE

Herzogenaurach, October 25, 2022

adidas terminates partnership with Ye immediately

adidas does not tolerate antisemitism and any other sort of hate speech. Ye's recent comments and actions have been unacceptable, hateful and dangerous, and they violate the company's

values of diversity and inclusion, mutual respect and fairness.

After a thorough review, the company has taken the decision to terminate the partnership with Ye immediately, end production of Yeezy branded products and stop all payments to Ye and his

companies. adidas will stop the adidas Yeezy business with immediate effect.

This is expected to have a short-term negative impact of up to €250 million on the company's net

income in 2022 given the high seasonality of the fourth quarter.

adidas is the sole owner of all design rights to existing products as well as previous and new colorways under the partnership. More information will be given as part of the company's upcoming Q3 earnings announcement on November 9, 2022.

Contacts:

Media Relations

corporate.press@adidas.com

Tel.: +49 (0) 9132 84-2352

Investor Relations

investor.relations@adidas.com

Tel.: +49 (0) 9132 84-2920

For more information, please visit <u>adidas-group.com</u>.





August 4, 2022



IMPORTANT | Transaction Routing Instructions (ACH and Wire)

Dear /

Thank you for your request for account and bank routing number information for Please provide the below routing instructions for ACH and wire transactions to remitters who send transactions to the company account.

For accurate and timely processing of transactions, it is very important that remitters correctly identify the company account number and the applicable routing number.

For ACH delivery:

Bank Routing Number: Account Number:

Account Name:

For Wire Transfers:

Bank Routing Number:

SWIFT Code:

General Bank Reference Address:

Account Number:

Account Name:

JPMorgan Chase New York, NY 10017

We are here to help.

Please call me if you have any questions. Thank you for your business and the opportunity to serve you.

Sincerely,

Nicholas DeLuco IV

Client Service Associate

JPMorgan Chase Bank, N.A.

3 Park Plaza FI 9, Irvine, CA 92614

Healed Holy

949-442-7204

nicholas.j.delucoiv@chase.com

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July 21, 2022



IMPORTANT | Transaction Routing Instructions (ACH and Wire)

Dear

Thank you for your request for account and bank routing number information for Please provide the below routing instructions for ACH and wire transactions to remitters who send transactions to the company account.

For accurate and timely processing of transactions, it is very important that remitters correctly identify the company account number and the applicable routing number.

For ACH delivery:

Bank Routing Number:

Account Number:

Account Name:

For Wire Transfers:

Bank Routing Number:

SWIFT Code:

General Bank Reference Address:

Account Number:

Account Name:

JPMorgan Chase New York, NY 10017

We are here to help.

Please call me if you have any questions. Thank you for your business and the opportunity to serve you.

Sincerely,

Nicholas DeLuco

Associate

JPMorgan Chase Bank, N.A.

3 Park Plaza, Irvine, CA 92614

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November 15, 2022

VIA OVERNIGHT COURIER AND EMAIL



Marisa Garcia, CPA CohnReznick LLP 1301 Avenue of the Americas New York, NY 10019 marisa.garcia@cohnreznick.com Latham & Watkins LLP Attn: Cary Hyden 650 Town Center Drive, 20th Floor Costa Mesa, CA 92626-1925

Michael Sarney Myers Wolin, LLC 100 S. Jefferson Rd., Suite 202 Whippany, NJ 07981 michael.sarney@myerswolin.com

RE: Exercise of Audit Rights

Dear Yeezy, LLC, Marisa, and Michael,

I write to exercise adidas AG's ("adidas") right to conduct an audit of Yeezy, LLC's, Yeezy Marketing LLC's, and any affiliated individuals' or entities' (together, "Yeezy") use of all Marketing Fund payments made by adidas pursuant to the Licensing and Endorsement Agreement entered into by adidas and Yeezy (as amended, the "Agreement").

All such payments to

were only permitted to be used for specified and limited purposes; and were expressly prohibited from being "commingled with funds of Lender, other Lender or Artist affiliates or Artist" or "disbursed to Artist, Lender or Artist affiliates of Lender."

As you are aware, pursuant to Paragraph 4 of the parties' August 15, 2020 Payment Confirmation, Yeezy (including its affiliates and Ye as guarantor) is required to immediately return to adidas an amount equal to the total amount of Marketing Fund payments made by adidas to Yeezy during the last 12 months, which is \$75 million, minus any expenditures made by Yeezy during this time period that Yeezy is able to demonstrate were made in compliance with the Agreement. Among other relief, adidas demanded the immediate return of that sum on November 5, 2022.

Along with and in addition to the rights provided in Paragraph 4 of the August 15, 2020 Payment Confirmation,

grants adidas "the right . . . to examine

books and records related to compliance with" the obligations
and restrictions regarding all payments to

adidas hereby exercises this audit right

Please immediately make available to adidas all
relevant books and records relating to all payments

Please also be aware that,

Yeezy shall be required to return to adidas the entire amount of
payments made to the Marketing Fund by adidas that Yeezy is unable to establish through this
audit were used for the specified and limited purposes set forth in the Agreement.

Sincerely,

51CA9296C2EF408...
Paul Ehrlich

DocuSigned by:

General Counsel, Global Brands and Americas